

## ***IN THE DRAWINGS***

Please find enclosed for the Examiner's review several new sheets of drawings which illustrate various embodiments for processes according to the teachings of the invention. No new matter is included within these drawings as they simply conform the drawings to the teachings in the specification. The remarks below recite specific passages which support the content of each new figure.

## **REMARKS**

The Examiner has objected to the drawings as there are no drawings of anything other than the prior art. To remedy this situation, new drawing figures are submitted herewith which illustrate the teachings in the specification. No new matter is presented as each new figure only presents graphically what is taught in the specification. For example, Figure 2 illustrates the process claimed in at least claims 1 through 5 and taught in the specification at page 8, lines 1 to page 9, line 4.

Figure 2 uses the same term "partially consecutive" which is used in the specification and the claims. The Examiner has rejected the claims for indefiniteness based upon this term. Applicant respectfully requests the Examiner to withdraw the indefiniteness rejection to the claims based upon this term on the following grounds. MPEP Section 2173.02 states that if the scope of the invention sought to be patented cannot be determined from the language of the claims with a reasonable degree of certainty, an indefiniteness rejection is appropriate. However MPEP Section 2173.01 teaches that the fundamental principle of 35 USC 112, Para. 2 is that applicants can be their own lexicographers. They can define in the claims what they regard as their invention in essentially whatever terms they choose so long as the terms are not used in ways that are contrary to accepted meaning in the art. Applicant may use functional language, alternative expression, negative limitations, or any style of expression or format of the claims that makes clear the boundaries of the subject matter for which protection is sought. A claim may not be rejected solely because of the type of language used to define the subject matter for which patent protection is sought. *In re Swinehart*, 439 F.2d 210, 160 USPQ 226 (CCPA 1971). Likewise, breadth of a claim is not to be equated with indefiniteness. MPEP 2173.04; *In re Miller*, 441 F.2d 689, 169 USPQ 597 (CCPA 1971).

New terms are often used when a new technology is in its infancy or is rapidly evolving. If the claims, read in light of the specification, reasonably apprise those skilled in the art both of the utilization and scope of the invention, and if the language is as precise as the subject matter permits, the statute (35 USC 112, 2d Para.) demands no more. *Shatterproof Glass Corp. v. Libbey-Owens Ford Co.*, 758 F.2d 613, 225 USPQ 634 (Fed. Cir. 1985).

MPEP Section 2173.05(a) holds:

"Consistent with the well-established axiom in patent law that a patentee or applicant is free to be his or her own lexicographer, a patentee or applicant may use terms in a manner contrary to or inconsistent with one or more of their ordinary meanings if the written description clearly redefines the terms. See, e.g., *Process Control Corp. v. HydReclaim Corp.*, 190 F.3d 1350, 1357, 52 USPQ2d 1029, 1033 (Fed. Cir. 1999) ("While we have held many times that a patentee can act as his own lexicographer to specifically define terms of a claim contrary to their ordinary meaning," in such a situation the written description must clearly redefine a claim term "so as to put a reasonable competitor or one reasonably skilled in the art on notice that the patentee intended to so redefine that claim term."); *Hormone Research Foundation Inc. v. Genentech Inc.*, 904 F.2d 1558, 15 USPQ2d 1039 (Fed. Cir. 1990)."

Here, the facts are as follows. Webster's 7th Collegiate Dictionary defines "consecutive" as "following one after the other in order without gaps: continuous." As applied to the validity periods, this would mean that there would be no gaps between the end of one validity period and the start of the next one. That however does not mean that there cannot be overlap between validity periods.

The specification teaches at page 8, lines 8-10 that the validity periods must be "at least partially consecutive" and that the beginning of the validity period of at least one of the validity periods must be at some future point in time. The specification goes on to teach that publishing of each certificate revocation list occurs one at a time *essentially at the time of the beginning of the validity period*. That suggests to one of skill in the art understanding the need for security and the purpose of these lists is that there should be no gaps between publication of the lists but that the validity periods can overlap and that

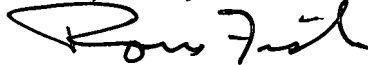
the publication of a second list occurs at or before the expiration of a first list but need not be exactly at the beginning of the validity period of the second list. This is reasonably clear and is sufficient to meet the needs of the statute. Such a meaning is not inconsistent with the dictionary definition of consecutive because there are no gaps and the lists are published consecutively, one at a time, each essentially at the beginning of its validity period and at or before the expiration of the validity period of a first list. Therefore, the meaning of "at least partially consecutive validity periods" is reasonably clear from the specification as is as precise as the terminology permits. Use of the term "consecutive" alone would be possibly too narrow because a court might interpret that term as requiring the beginning of the validity period of the second list be exactly at the end of the validity period of the first list, a situation which is acceptable but which is not the only acceptable situation. Overlap in the validity periods is allowed also. But to use the term "overlapping" alone would also be too narrow because it would be interpreted to preclude non-overlapping validity periods where the beginning of the validity period of the second list had to be exactly at the end of the validity period of the first list. That too would be too narrow.

Accordingly, the undersigned submits that the term "at least partially consecutive" is as clear as the terminology permits given the scope of the invention and its meaning is reasonably clear from the specification which clarifies that the term "consecutive" is being modified from its ordinary meaning (more to make clear what is implicit in the ordinary definition) in such a way as to include overlapping but not preclude non-overlapping with no gaps. One skilled in the art would understand this to be the meaning given the teachings of the specification.

A new Figure 3 has been added which supports claim 7. The subject matter of this figure is taught in the specification at page 8, line 1 to page 9, line 19 and page 6, line 29 to page 7, line 18 so no new matter is present in the figure.

A new Figure 4 has been added which supports claims 8 – 15. This figure shows a computer with an operating system cooperating with several computer program code means which functions to generate and publish certificate revocation lists of the first and second type depending upon whether security of the Certificate Authorities has been breached or not. No new matter is present in this figure as its teachings are in the specification at pages 9, line 30 to page 11, line 23.

Respectfully submitted,

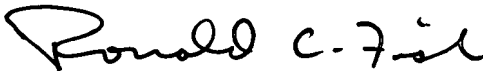


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